



# RELEASE OF LIABILITY

## & ACKNOWLEDGEMENT OF POOL RULES

### HIDDEN GROVE/GREEN VALLEY HOMEOWNER'S ASSOCIATION SWIMMING POOL

Please read this form carefully and be aware that in utilizing the swimming pool amenities, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you, your family members, children or others in your care, invitees, or your guests might sustain associated with the Hidden Grove/Green Valley HOA (HGGV) swimming pool.

The CC&R's of the Hidden Grove/Green Valley HOA state that a release must be signed before entry to the pool by resident(s) and/or tenant(s), which "releases the Subdivision and the Homeowners Association, and its owners, their successors, heirs and assigns, agents and employees, of and from any and all liability (including claims based upon negligence) for any and all actions, suits, claims for relief, demands, damages and causes of actions of any kind and nature known and unknown, in any way arising out of or connected with the lot/home owner(s) and lot/home owner(s) invitees utilization of any and all amenities and recreational facilities or other use or the premises known as the Subdivision. This Release includes, but is not limited to, any and all such claims for property damage or personal injury."

By signing this document, you:

\_\_\_\_\_ Release HGGV from any and all liability resulting from or arising out of use of the swimming pool amenities.  
(Initial)

**Understand that in-home businesses that provide services using the Common Areas must provide proof of proper insurance and sign a liability waiver indemnifying HGGV from any and all actions, suits, claims for relief, demands, damages and causes of actions of any kind and nature known and unknown. Any damages incurred are solely the responsibility of the business.**

(Initial)

\_\_\_\_\_ Agree to familiarize yourself, your family members, and guests with the rules of the HGGV swimming pool and agree to abide by all pool rules and rules governing all common areas.

(Initial)

**Understand that HGGV, retains the right to assess fines and/or suspend or expel swimming pool users from use of the swimming pool for failure to comply with the pool and common area rules.**

(Initial)

\_\_\_\_\_ Understand that there is **NO LIFEGUARD ON DUTY** and that children under 14 must be accompanied by an adult over the age of 18 at all times. **Furthermore, children between the ages of 14 and 18 may not supervise children under 14.**

(Initial)

\_\_\_\_\_ Understand that the HGGV keeps and maintains digital records of whomever gains access to the pool by use of their key fob, and that the pool grounds are under 24-hour video surveillance. **If someone gains access to the pool using your key fob, whether authorized or not authorized by you, you agree to assume full responsibility for them, their actions and for any damage they might cause or suffer.** If your key fob is lost or stolen, please contact the office so that it can be deactivated.

(Initial)

\_\_\_\_\_ Understand that the pool is for the use of HGGV residents and their guests only. People with the right to enter and use the pool amenities have been provided a valid pool fob for entry. **Please do not allow anyone to enter the pool who is not your guest. Providing access to unauthorized people will result in fines or suspension of pool privileges.**

(Initial)

I have read and understand the terms contained in this document and agree to the release of liability and I agree to abide by the pool rules and make sure my guests do the same.

Signature \_\_\_\_\_

Address \_\_\_\_\_

So we can make sure our system is up to date, if possible, please provide us with the code on the back of your key fob: \_\_\_\_\_